

AGREEMENT

Between

THE CITY OF LONG BRANCH

and

THE COMMUNICATIONS WORKERS OF AMERICA, LOCAL 1034

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JANUARY 1, 2006 THROUGH DECEMBER 31, 2008

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James L. Plosia Jr., Esq.  
APRUZZESE, McDERMOTT,  
MASTRO & MURPHY, P.C.  
25 Independence Boulevard  
P.O. Box 112  
Liberty Corner, NJ 07938  
(908) 580-1776  
(908) 647-1492 (Facsimile)

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## ARTICLE I

### DURATION OF AGREEMENT

This Agreement shall become effective January 1, 2006 and shall continue in force and effect for three (3) years: 2006, 2007, and 2008; thereafter effective in accordance with the salary scale and base salary increases and fringe benefits provisions as set forth specifically herein.

**ARTICLE II**  
**UNION RECOGNITION**

**SECTION 1**

The City hereby recognizes the Union as the exclusive and sole representative for collective negotiations concerning salaries, hours and other terms and conditions of employment for all full-time permanent and provisional employees of the City of Long Branch, New Jersey, who serve in the titles listed below, exclusive of police officers, supervisory personnel, office and clerical workers, fire department employees, managerial executives and confidential employees.

Unless otherwise indicated, the terms "employee" or "employees" when used in this Agreement refers to all persons represented by the Union in the above-defined negotiating unit which shall consist of the following titles:

Assistant Supervisors (DPW Department)

Building Maintenance Worker (Janitor)

Equipment Operator

Heavy Equipment Operator

Laborer

Maintenance Repairer

Mechanic

Mechanic's Helper

Sanitation Driver

Sanitation Worker

Sr. Building Maintenance Worker

Sr. Maintenance Repairer

Street Inspector

Traffic Maintenance Worker

Truck Driver

Truck Driver Heavy

## **SECTION 2**

The City Administrator shall notify the Union of any plans to seek bids, but not quotations, and to supply pertinent information at the Union's request.

### **SECTION 3**

“As Needed” employees who are not union members and who are paid the minimum rate, without benefits, shall only be used by the City in accordance with the following limits:

No individual shall be employed on an “As Needed” basis for more than sixty (60) days in any year unless the individual is filling a position for which the regular employee is on disability or other leave of absence. If an “As Needed” employee who is not replacing a regular employee on leave is retained for more than sixty (60) days, he shall automatically receive regular employment status and the full benefits of bargaining unit membership. In the event that an “As Needed” employee is granted regular employment status without a break in service, the “As Needed” service shall be counted in calculating seniority.

**ARTICLE III**  
**MANAGEMENT RIGHTS**

A. The City hereby retains and reserves unto itself without limitation, all powers, rights, authorities, duties and responsibilities conferred upon and vested in it prior to the signing of this Agreement by the Laws and Constitution of the State of New Jersey and of the United States, including, but without limitation the generality of the foregoing, the following rights:

1. To the executive management and administrative control of the City and its properties and facilities and the activities of its employees;

2. To hire all employees and subject to the provisions of law, to determine their qualifications and conditions for continued employment or assignment and to promote and transfer employees;

3. To suspend, demote, discharge or take other disciplinary action for good and just cause according to law.

B. The exercise of the foregoing powers, rights, authority, duties and responsibilities of the City, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only to the specific and express terms of this Agreement and then only to the extent such specific and express terms hereof are in conformance with the Constitution and Laws of New Jersey and of the United States and Ordinances of the City of Long Branch. Such powers to the City shall be limited to the Statutes of New Jersey governing the Public Employee Relations Commission (PERC) and any amendments thereto enacted during the term of this Agreement.



C. Nothing contained herein shall be construed to deny or restrict the City of its powers, rights, authorities, duties and responsibilities under Title 40 and/or 40A, N.J.S.A. and Title 11A, N.J.S.A. or any other national state, county or local laws or ordinances.

**ARTICLE IV**  
**EMPLOYEE RIGHTS**

**SECTION 1**

The City hereby agrees that every eligible employee shall have the right freely to form, join and assist the Union and its affiliates for the purpose of engaging in collective negotiations and other concerted activities for mutual aid and protection. The City agrees that it shall not directly or indirectly discourage or deprive or coerce any employee in the enjoyment of any rights conferred by N.J.S.A. 34:13A-1 et seq. or other laws of New Jersey or the Constitutions of New Jersey and the United States; that it shall not discriminate against any employee in regard to hire or tenure of employment to encourage or discourage employees in the exercise of the rights guaranteed to them by N.J.S.A. 34:13A-1 et seq.

**SECTION 2**

It is further agreed that the Union shall not discriminate against any employee because of race, creed, color, sex, national origin or political affiliation.

**SECTION 3**

Whenever an employee is required to attend an investigatory interview, which may result in disciplinary action in excess of an oral reprimand, the employee shall be entitled to have a Union representative attend any such meeting. In addition, the City shall give the Union reasonable advance notice of any meeting at which an employee is scheduled to receive

disciplinary action in excess of an oral reprimand. Whenever an employee is given written notification of disciplinary action a copy of that notification shall be forwarded to the Union.

## ARTICLE V

### AUTHORIZED SALARY DEDUCTIONS

The City, in compliance with Chapter 233, P.L. 1969, agrees to the following conditions:

- (a) Upon receipt of a duly signed authorization from each individual employee, the City shall deduct monthly membership dues and initiation fees. Remittance of deductions shall be as directed by the authorization.
- (b) The amount of monthly dues and initiation fees will be certified in writing by the Union and the amount shall be uniform for all members.
- (c) No deduction will be made for any month in which there is insufficient pay available to cover the same after all other deductions required by law have been made. Deductions for a prior month's dues will not be made in respect to such dues, except where the City, through error or oversight, failed to make deduction in any monthly period.
- (d) Dues deducted from employees' pay will be transmitted by check as directed within fifteen (15) calendar days after the deductions have been made, together with a list of names showing employees for whom deductions have been made.
- (e) A new dues deduction authorization card will automatically cancel any prior deductions authorization on file with the City.
- (f) The Union shall indemnify, defend and save the City harmless against any and all claims, demands, suits or other forms of liability that shall arise out of or by reason of action taken by the City in reliance upon the salary deduction authorization cards submitted by the Union to the City.

(g) Pursuant to State Law governing "Agency Shop," the City will forward, in the manner set forth herein, to the Union, eight-five (85%) percent of the prevailing monthly dues for each employee who has not submitted a duly signed authorization. Such payment will represent a legal deduction from each affected employees' wages.

(h) The City agrees to inform all newly hired employees, who are eligible to join the Union, that they may join the Union ninety (90) days thereafter.

**ARTICLE VI**  
**UNION REPRESENTATION**

**SECTION 1**

Designated representatives of the Union may enter City facilities or premises at reasonable hours for the purpose of observing working conditions or assisting in the adjustment of grievances. When the Union decides to have its representatives enter City facilities or premises, it will request such permission from the Chief Administrative Officer and such permission will not be unreasonably withheld, provided there shall be no interference with the normal operations of the business of the City government or normal duties of its employees.

**SECTION 2**

The City agrees that up to two members of the Union shall be granted up to four days per year of leave without loss of pay to attend Union conventions and meetings. The Union shall have complete discretions in determining how such leave shall be allocated (e.g., all four days can be granted to a single individual). The Union shall give reasonable notice to the Chief Administrative Officer for the City of the dates on which such leave shall be taken and the identity of the individual(s) who are to take the leave.

**SECTION 3**

The City agrees to provide reasonable bulletin board space for the posting of notices or information by the Union or its members. All such notices shall be approved by the Director of Public Works. Approval shall not be unreasonably withheld.

ARTICLE VII  
SALARY INCREASES

SECTION 1

A. The 2006 salary guide shall be increased as follows:

Retroactive to January 1, 2006, all salaries will be increased by Two Hundred and Seventy-Five Dollars (\$275.00). After applying the Two Hundred and Seventy-Five Dollars (\$275.00) adjustment, subject to the provisions below, the salary guide steps shall be increased by four percent (4%) retroactive to January 1, 2006.

B. Effective January 1, 2007, all salaries will be increased by Two Hundred and Seventy-Five Dollars. After applying the Two Hundred and Seventy-Five Dollar (\$275.00) adjustment, the salary guide steps will be increased by four percent (4%).

C. Effective January 1, 2008, all salaries will be increased by Two Hundred and Seventy-Five Dollars. After applying the Two Hundred and Seventy-Five Dollar (\$275.00) adjustment, the salary guide steps will be increased by four percent (4%).

D. Employees not on the aforementioned salary guide (either at maximum salary step or who reach maximum salary step during this contract or who are "off the salary step" guide for their respective positions) shall receive the following increases (after the application of the \$275 per year increase to the base salary in each of the 3 years of the Agreement):

- |     |                 |                   |
|-----|-----------------|-------------------|
| (1) | January 1, 2006 | Four (4%) percent |
| (2) | January 1, 2007 | Four (4%) percent |
| (3) | January 1, 2008 | Four (4%) percent |

- E. Step Movement on the salary guide will occur on January 1<sup>st</sup> of each year. .

## **SECTION 2**

The City reserves the right to determine what step a new hire shall be placed on the salary guide provided that such placement does not exceed a more senior employee. However, this provision shall not preclude the City from granting newly hired employees credit for experience obtained other than as a City of Long Branch employee.

## **SECTION 3**

Employees shall be paid bi-weekly on every second Friday no later than one-half (1/2) hour before the end of the regular working day.

## **ARTICLE VIII**

### **OVERTIME**

## **SECTION 1**

The City has the right to schedule overtime work as required in a manner most advantageous to the municipality and consistent with the requirements of the City, the public interest and applicable law.

## **SECTION 2**

Overtime opportunities will be distributed as equally and practically among employees in the same department and shift.



### **SECTION 3**

Time and one-half of the employee's regular rate of pay shall be paid for all work in excess of forty (40) hours per regular work week and for hours worked on a Saturday.

"Regular Work Day" means any weekday, Monday through Friday, except as individually assigned. "Regular Work Week" means Monday through Friday, except as individually assigned.

### **SECTION 4**

Employees called upon to work in an emergent situation before or after his normal work shift or on weekends or holidays shall receive no less than four (4) hours pay at overtime rate for each occurrence. However, call out pay shall not take effect if the call out is a continuation of the employee's regular shift or if the callout is two (2) hours or less before the scheduled shift time. In either case the time worked shall be paid at time and one-half (1½) for all hours actually worked with no minimum guarantee.

### **SECTION 5**

Vacation days, personal days, approved sick days or any of the holidays designated herein are not to be subtracted in the computation of overtime.

## SECTION 6

Employees required to work overtime for snow removal in excess of four and one-half (4 ½ ) hours will be eligible for a fifteen dollar (\$15.00) cash meal allowance at a local establishment to be designated by the Director of Public Works. This meal allowance will be paid by the City only when the employee is working outside of his regular shift. Employees will be eligible for second meal allowance of fifteen dollars (\$15.00) if they work more than nine hours straight after the end of a regular shift, and shall be entitled to another meal allowance if they work for four and a half hours thereafter.

## SECTION 7

Employees working eight (8) or more hours of overtime (for snow removal or any other reason as determined by the Director of DPW) between the ending time of their normal shift and the starting time of their next normal shift shall have that next normal shift off with pay and not chargeable to sick or vacation time. This shall only apply if the following day is a normal workday as defined in this agreement.

If the emergency continues into the next normal shift, the employee will receive personal leave time for any hours worked into that shift in accordance with the following examples:

- a. An employee works a regular shift (7:00 a.m.-3:30 p.m.) on Tuesday. The employee is called in at 10:00 p.m. and works until 6:00 a.m. Employee is entitled to take the normal Wednesday shift off with pay at eight hours of straight time.
- b. An employee works a regular shift (7:00 a.m.-3:30 p.m.) on Tuesday. The employee is called in at 10:00 p.m. and works until 11:00 a.m. Employee is then released with straight time pay for the remaining four hours of the normal Wednesday shift, plus the employee is credited with four hours of personal leave time.

If the employee is unable to be granted the following day off by the Director of Public Works, the employee will be provided with a “floating holiday”, which the employee must use within the next sixty days thereafter or within the same calendar year, whichever is greater.

## **SECTION 8**

A separate check shall be issued by the Finance Department of all overtime hours worked on snow removal.

This check will have only the basic mandatory deductions of Social Security, Federal Income Tax, Unemployment (if applicable) and any and all deductions that may be mandated by the State or Federal Government now or in the future.

## **SECTION 9**

Employees assigned to weekend container truck shall be compensated at a flat rate of \$100.00.

## **SECTION 10**

If an employee works at a higher job classification for more than five consecutive days, the employee will receive differential pay at the higher rate of pay for that category dating back to the first day the employee was assigned to work in that classification. The City agrees it will not move employees in and out of job classifications so as to avoid compliance with this Section of the Agreement.

## ARTICLE IX

### HOLIDAYS

#### SECTION 1

The City agrees to guarantee to all of the employees the following holidays with full pay for eight (8) hours at the employee's regular straight time rate of pay, though no work is performed on such days:

New Year's Day

Columbus Day

Martin Luther King's Birthday

General Election Day

Lincoln's Birthday

Veteran's Day

Washington's Birthday

Thanksgiving Day

Good Friday

Day After Thanksgiving Day

Memorial Day

½ day Christmas Eve  
(if a regular working day)

Independence Day

Christmas Day

Labor Day

## **SECTION 2**

Employees called in to work on a holiday shall be paid for such at one and one-half (1½) times the employee's regular rate plus the holiday pay.

## **SECTION 3**

If a holiday falls on a Saturday or Sunday, it may be celebrated and compensated accordingly on the day preceding or the day following such holiday at the discretion of the Chief Administrative Officer. Employees who are compelled to work on shifts or on individual assignment shall observe the actual date of the holiday under this Section.

## **SECTION 4**

If a holiday falls within the vacation period of an employee, the employee shall receive an additional day of vacation.

**ARTICLE X**  
**VACATION LEAVE**

**SECTION 1**

Employees shall be granted a vacation leave if earned each year of employment without loss of pay, consistent with Section 7 below. The year shall be January 1<sup>st</sup> to December 31<sup>st</sup>.

Vacation leave may be taken at any time in the year (again, consistent with Section 7 below only); however, the Public Works Director reserves the right to limit the number and frequency of vacation leaves during the months of June, July and August. Vacation leave shall be earned in the following manner:

Up to one (1) year of service	One (1) day vacation for each full month
One (1) through Three (3) years	Twelve (12) days
Four (4) through Twelve (12) years	Fifteen (15) days
Thirteen (13) through Eighteen (18) years	Twenty (20) days
Nineteen (19) years or more	Twenty-five (25) days

## **SECTION 2**

In addition to the provisions of Section 1 above, those employees, hired on or after July 1, 2000, shall receive the following vacation schedule:

Up to one (1) year of service	One day vacation for each month worked
One (1) year through three (3) years of service	Twelve (12) days per year
Four (4) years through twelve (12) years of service	Thirteen (13) days per year
Thirteen (13) years through eighteen (18) years of service	Eighteen (18) days per year
Nineteen (19) years of service or more	Twenty-three (23) days per year

## **SECTION 3**

Permanent part-time employees shall earn vacation leave on a proportional basis applied to the above schedule.

#### **SECTION 4**

Vacation leave must be taken during the current calendar year at such time as permitted unless the City determine otherwise because of pressure of work. Any unused vacation leave may be carried forward into the next succeeding calendar year only. The provisions of this Section are subject to the conditions set forth in Section 7 below.

#### **SECTION 5**

Anything hereinabove to the contrary notwithstanding, the Public Works Director shall determine and approve the dates and times of vacation leave to be taken by employees, subject to Section 7 below. Whenever possible, vacation leave shall be based on a seniority basis.

#### **SECTION 6**

Vacation schedules shall be prepared in advance. Paychecks will be available before the employee leaves for vacation upon request provided the employee has accumulated vacation time.

#### **SECTION 7**

a. Employees shall be required to provide at least 30 calendar days' notice to the Public Works Director of their intention to use vacation time. This 30 day requirement shall apply to all but 5 annual "floating" vacation days, which may be used with less than 30 calendar days' notice. The parties may reschedule all agreed upon vacation time upon necessity and by mutual agreement.



b. In the first 6 months of any calendar year, employees will schedule and can take up to 50% of their annual vacation time allotment for that particular year (not including any “carry-over” vacation time). The “carry-over” vacation days shall be taken prior to using any days accrued in that particular year. As of July 1 of any particular calendar year, employees can take their remaining vacation time.

c. Employees may schedule vacation in a calendar year before they have actually accrued such time (but only up to 50% of the annual vacation allotment based upon their years of service in the first 6 months of the year). However, if an employee leaves the employ of the City in any “negative” situation (that is, having used more vacation time than the employee had accrued prior to departure), the City will have the unfettered right, without challenge from either the employee or the Union, to offset up to 5 of the “owed” vacation days against the employee’s right to a payroll check.

## ARTICLE XI

### SICK LEAVE

#### SECTION 1

Within the first calendar year of service, an employee shall receive one (1) working day of sick leave with pay for each month of service from the date of the employee's regular appointment up to and including December 31<sup>st</sup> of the year.

#### SECTION 2

After the first calendar year of employment, each employee shall receive fifteen (15) days of sick leave with pay for each year of employment thereafter.

#### SECTION 3

After (10) years of continuous employment, each employee employed by the City on the date this Agreement is ratified shall receive twenty (20) days of sick leave with pay for each year of employment thereafter. Employees hired after the ratification of this Agreement will have their sick day entitlement capped at 15 sick days.

#### SECTION 4

Sick leave not taken shall accumulate to employee's credit from year to year and such employee shall be entitled to such accumulative sick leave with pay if and when needed.

#### SECTION 5

When an employee retires for reasons of physical disability, age, or length of service, such employee shall be entitled to fifty (50%) percent of his accumulative sick days pay not exceeding ten thousand (\$10,000) dollars in total, except as noted below in Section 8. The retiring employee shall, if possible, advise the Chief Administrative Officer prior to the year of retirement so that budget requirements may be met and so provided. In the event of an employee's death, such payment shall be made to the beneficiary as indicated on the employee's PERS retirement form. This section shall pertain only to employees who terminate for reasons set forth as of the effective date of this Agreement or thereafter. Effective January 1, 2001, employees who qualify for and retire under a PERS retirement or disability pension shall now be entitled, upon retirement, to a payment of fifty (50%) percent of all unused, accumulated sick leave at the daily rate for the employee as of the date of the employee advises the City of his/her retirement/disability to a maximum of Fifteen Thousand (\$15,000) Dollars.

#### **SECTION 6**

The City shall continue to enroll its employees in the State Disability Plan.

#### **SECTION 7**

The New Jersey Civil Service Statutes concerning sick leave shall prevail in all conditions not specifically set forth herein.

#### **SECTION 8**

Employees hired after the ratification date of this Agreement will not be entitled to be reimbursed for unused sick days.

**ARTICLE XII**  
**INJURY LEAVE**

**SECTION 1**

Whenever an employee sustains a physical injury in the performance of duty, the said employee shall inform his Supervisor immediately or as soon as practicable. Failure to provide such notice may be grounds for denial of a subsequent request for injury leave.

**SECTION 2**

After injury an employee shall comply with all reasonable requests of the employer for physical examinations, including x-rays, in accordance with N.J.S.A. 34:15-19.

## ARTICLE XIII

### BEREAVEMENT LEAVE

The City shall grant to each employee a maximum of five (5) days' leave with pay in the event of a death of a member of the employee's immediate family, provided that prior notice is tendered to the Chief Administrative Officer.

The immediate family is defined as: Mother, Father, Mother-In-Law, Father-In-Law, Husband, Wife, Son, Daughter, Brother, Sister, Grandchild, or any relative residing in the employee's household.

Employees hired after January 1, 2003 will only be entitled to three (3) days of bereavement leave. Such employees will not be entitled to paid bereavement days for an aunt, uncle, niece, nephew, or first cousin, even if otherwise covered by the preceding paragraph.

## ARTICLE XIV

### JURY DUTY

Any employee summoned to Jury Duty or as a witness on behalf of the City shall receive full payment at the regular rate less Court compensation received while absent from their place of employment. Ample prior notice and proper evidence must be presented to the Chief Administrative Officer prior to any payment for such service.

## ARTICLE XV

### PERSONAL DAYS OFF

Three (3) personal days will be granted in each year of this Agreement. Sufficient notice shall be given to a bona fide Supervisor prior to approval of said personal days. Except for emergencies, a minimum of seventy-two (72) hours shall be considered sufficient notice. Nothing in the foregoing shall be construed to limit the City's discretion to deny approval of personal leave based upon its assessment of staffing requirements. Approval shall not be unreasonably denied. If the denial of a personal leave request prevents an employee from using the days, those days shall be carried over into the following year.

ARTICLE XVI  
UNIFORM ALLOWANCE

SECTION 1

A replacement uniform allowance shall be authorized for each employee in an amount up to four hundred fifty (\$450.00) dollars for the duration of the Agreement. A check for \$100 representing the clothing maintenance payment will be paid on November 1 of each year.

SECTION 2

The initial uniform cost, together with any change or addition to the initial uniform, shall be paid by the City. After ninety (90) days of employment, the initial issue shall be supplied by the City as soon as possible thereafter. The initial issue shall be comprised of:

- (1) Footwear allowance of \$100 issued for purchase of approved safety footwear.
- (2) Three (3) uniforms (3 pants, 3 short-sleeve shirts);
- (3) Two (2) long sleeved turtleneck shirts
- (4) One (1) winter coat;
- (5) One (1) fall coat;
- (6) Two (2) pairs of gloves – on an as-needed basis; however, employees must turn in old gloves before a new pair will be issued;
- (7) One (1) set of rain gear.



Upon resignation or termination of employment, an employee with one (1) year or less service must return his/her uniform before receiving a final paycheck. Failure to do so will result in the cost of paid uniforms being deducted from the employee's final paycheck.

All employees shall be required to wear the issued uniforms, without exception. Failure to wear said uniforms shall result in disciplinary action. In addition, all employees shall be required to properly maintain their uniforms.

### **SECTION 3**

The source, application and manner of payment of such allowances authorized herein shall be determined by the Chief Administrative Officer.

#### **SECTION 4**

The parties shall establish a joint "Uniform Committee" to review specifications for new uniforms.

Effective January 1, 2006, employees shall receive a boot allowance as follows: \$100 on or about May 1<sup>st</sup> of any particular year, and \$100 on or about November 1<sup>st</sup> of any particular year, for the purchase of work boots.

## ARTICLE XVII

### EMPLOYEE INSURANCE PROGRAMS

#### SECTION 1

It is mutually understood and agreed that the City presently has in force Blue Cross, Blue Shield, Major Medical Insurance and Rider J insurance coverage for all employees covered by this Agreement, and the same or similar coverage at the same level of benefits will be continued in full force and effect (except as provided below).

Employees who choose to remain in the City's indemnity plan shall pay \$200.00 per month to the City for the partial distribution of the cost of indemnity health insurance. .

Employees hired prior to January 1, 2003, who were, as of that date, enrolled in the City's POS (Blue Choice) or traditional indemnity coverage may opt to move to the City's HealthNet (HMO) plan at no cost to the employee. Employees hired after that date may elect to enroll in any health plan provided that the employee pays the difference in premium cost (if any) between the POS (Blue Choice) plan and the plan selected by the employee.

Prescription drug co-pays under the HMO HealthNet Plan shall be \$10 generic, \$20 name brand and \$30 non-preferred (formulary).

The City will have the right to increase the current payout amount to employees who opt out of the City's health insurance coverage.

#### SECTION 2

The City shall secure and maintain accident and liability insurance for all its employees, to provide defense for all actions brought against an employee by a third party as a result of City employment and operating of City equipment.

### **SECTION 3**

The City shall continue to make contributions as heretofore to provide pension and retirement benefits to employees covered by this Agreement under the New Jersey Public Employees Retirement Program.

### **SECTION 4**

The City shall continue to provide \$1,000.00 life insurance for all employees and for all employees retired under the provisions of the New Jersey Public Employment Retirement Program.

### **SECTION 5**

The current Dental Insurance now in effect shall remain in effect for the duration of this Agreement. Effective January 1, 2004, the City's monthly contribution per employee will be One Hundred Dollars (\$100.00) per month.

### **SECTION 6**

Effective January 1, 2004, the Union's prescription plan shall be eliminated, and the City shall cease making contributions to this prescription plan as of that date.

## **SECTION 7**

The Union shall have the right to representation on the Accident Review Board.

## **SECTION 8**

After ratification of this Agreement, the City and the Union shall establish a Labor/Management Committee to explore alternate health insurance options.

## ARTICLE XVIII

### LONGEVITY

#### SECTION 1

All employees shall receive an added increment of \$500.00 after five (5) years of full-time employment and an additional increment of \$500.00 for each additional five (5) years of full-time employment. Longevity entitlement shall be calculated from the date of hire as a full-time employee.

#### SECTION 2

Increments of longevity payments shall be included in computations for payment of overtime.

## ARTICLE XIX

### PROBATIONARY EMPLOYEES

#### SECTION 1

All new employees, except temporary employees, shall remain probationary until completion of ninety (90) calendar days of employment from the date of hire. Upon completion of said period, all employees shall enjoy seniority status from the date of hire, shall receive all wages and benefits entitled them under this Agreement and shall be subject to all other terms and conditions set forth herein.

#### SECTION 2

Discharge or disciplinary action of probationary employees shall be governed by the provisions of Civil Service law, rules and regulations.

### SECTION 3

All temporary employees shall receive holiday pay and/or time and one-half (1-1/2) for hours actually worked on said holidays as defined in this Agreement after completion of ninety (90) days of employment with the City.



## ARTICLE XX

### SENIORITY AND FORCE REDUCTION

#### SECTION 1

Seniority shall mean the length of continuous service with the Employer regardless of capacity or department.

#### SECTION 2

In the event of layoff, promotion or reassignment, Civil Service statutes and regulations governing seniority shall control.

#### SECTION 3

One (1) steward shall have during the respective periods in such capacity, top seniority, except for promotion purposes and, after his periods of service, he shall have a normal seniority status with respect to layoff and recall.

#### **SECTION 4**

An employee shall lose all seniority rights for any one (1) or more of the following reasons:

- a. Voluntary resignations;
- b. Discharge for just cause;
- c. Failure to return to work within five (5) working days after being recalled by registered or certified mail, return receipt requested, unless due to actual illness or accident. The Employer may require substantiating proof of illness or accident in such manner and on such forms as the Employer deems appropriate.

#### **SECTION 5**

Notice of all job vacancies shall be posted on all bulletin boards within the department. Said notice shall include the wage range.

#### **SECTION 6**

The City, upon recalling, shall do so in the inverse of layoff. It shall recall the last employee laid off, providing however that such employee has the qualifications for the position for which he is recalled. Under no circumstances shall the City hire from the open market while employees on the recall list qualified to perform the duties of the vacant position are ready, willing and able to be re-employed. The last employee laid off from a position will be the first recalled to that position.

#### **SECTION 7**

An employee recalled and reinstated to his former position shall receive his former rate of pay or the minimum current wage for his position, whichever is the higher.

#### **SECTION 8**

Any notice of re-employment to an employee who has been laid off shall be made by registered or certified mail to the last known address of such laid-off employee.

#### **SECTION 9**

The City shall provide the Union with written prior notice of any planned layoff or recall of any employee covered under this Agreement.

**ARTICLE XXI**  
**GRIEVANCE PROCEDURE**

**SECTION 1 – GENERAL**

It is recognized that a complaint may arise between the City and the Union, or between the City or any one (1) or more employees concerning the meaning or application of, or compliance with, any section of this Agreement. The City and the Union earnestly desire that such complaints or grievances shall not be interruptive and morale of the employees shall not be impaired. Accordingly, a procedure for grievance of any such complaints which may arise will be kept as informal as may be appropriate is outlined hereinafter. Nothing herein contained shall be construed as limiting the right of any employee having a grievance to discuss this matter informally with any appropriate member of the departmental supervisory staff and having the grievance adjusted without the intervention of the Union.

**SECTION 2- PROCEDURE TO BE FOLLOWED**

The Union and the City agree that the settlement procedures set forth herein shall be the sole and exclusive method for adjusting employee complaints, provided, however, that a grievance to be considered under this Agreement shall not include any claim which falls within the jurisdiction of the Commissioner of the New Jersey State Department of Personnel or the Merit System Board under Title 11A, N.J.S.A. or any claims which fall within the jurisdiction of the New Jersey Public Employment Relations Commission. If any dispute arises under this Agreement, it shall be settled in the manner provided for in this Article. Pending such a settlement, all employees shall carry out their assignments as directed by the City and their

supervisory officers. If an employee refuses to follow the settlement procedure herein, such other action shall constitute a violation of this Agreement and shall make the employee and all other employees participating in such violation subject to immediate discharge or other discipline, at the direction of the City, subject to the provisions of the Civil Service regulations. A grievance shall be settled in the following manner:

#### **STEP ONE**

A grievance shall be initiated within forty-eight (48) hours after the grievant knew or should have known of the event giving rise to the grievance and an earnest effort shall be made to settle the differences between the aggrieved employee and his immediate supervisor for purposes of resolving the matter informally. Failure of the Union or the employee to act, except for good cause, within the said forty-eight (48) hours shall be deemed to constitute an abandonment of the grievance.

#### **STEP TWO**

If the grievance is not settled at the first step, it shall be reduced to writing within three (3) working days of the response of the first step. The Director of Public Works shall set a meeting within five (5) working days after the receipt of the written grievance or for such other time as is mutually agreeable. The second step meeting shall be between the Director of Public Works and the Union Representative, if requested by the Grievant. The Director of Public Works shall make written response at the second step within ten (10) working days of the grievance meeting.

### **STEP THREE**

If the grievance is not settled at the second step, the grievant may make written request for a third step meeting with three (3) working days after the second step response. The Chief Administrative Officer of the City shall set a meeting within five (5) working days after the request or at such other time as is mutually agreeable. Said third step grievance meeting shall be between the Chief Administrative Officer and the Union Representative, if requested by the Grievant. The Chief Administrative Officer's response to the third step shall be delivered to the Union within ten (10) working days after the grievance meeting.

### **STEP FOUR**

In the event the grievance is not settled, it may be taken to binding arbitration in the following manner:

Within five (5) working days after the completion of Step Three, the Union or the City may request the New Jersey Public Employment Relations Commission to appoint an arbitrator who shall have full power to resolve the dispute between the parties and his decision shall be final and binding on the parties. Cost of the arbitration shall be borne equally by the parties. The arbitrator shall have no right to vary or modify the terms of this Agreement and shall render his decision within thirty (30) days of the close of the hearing.

## ARTICLE XXII

### NO STRIKE PLEDGE

#### SECTION 1

It is understood that there shall be no strikes, sit-downs, slowdowns, work stoppages or limitations upon activity of production during the life of this Agreement, nor shall any employee representative or official of the Union authorize, assist, take part in or encourage any such strike, sit-down, slowdown, concerted failure to report for duty, work stoppage or limitation upon production against the City. The Union shall not be held liable for unauthorized acts of its members, provided that the Union orders all who participate in such activity to cease and desist from same immediately and to return to work and takes such other action as may be necessary under the circumstances to bring about compliance with its orders.

#### SECTION 2

The City reserves the right to discipline or discharge any employee or employees who violate the provisions of this Article.

#### SECTION 3

Nothing contained in this Agreement shall be construed to limit or restrict the City in its right to seek and obtain such judicial relief as it may be entitled to have in law or equity for injunction or damages, or both, in the event of such breach by the Union or its members.

**ARTICLE XXIII**  
**OTHER PROVISIONS**

**SECTION 1**

Effective upon the execution of the collective bargaining agreement by both parties, there shall be established a Safety Committee. The Safety Committee shall consist of two (2) members of the Union, as selected by the appropriate Union officials, and two (2) members of the City, as selected by the Business Administrator. The individuals shall serve at the pleasure of the appointing body(ies). The Committee shall meet quarterly at dates, times and locations determined by the City, which shall not interfere with the operations of the City. The Business Administrator and the Local President shall establish the meeting agenda no later than three (3) days prior to any meeting. The Safety Committee shall make recommendations to the City Business Administrator as to various issues of safety and working conditions, which shall not be binding upon the City.



## **SECTION 2**

Job openings and vacancies shall be distributed to the appropriate City department(s) for posting on appropriate bulletin boards. Such posting(s) shall be displayed for a minimum period of three (3) working days prior to the application deadline. Working days shall be defined as Monday through Friday, whether the employee(s) works the day(s) or not.

## **SECTION 3**

Employees in the job categories of Mechanic, Mechanic's Helper, Maintenance Repairer or Senior Maintenance Repairer will utilize in their personal "hand tools" while working for the City will be reimbursed for any damage to said personal tools, so long as the tools are being properly utilized by the employees and only if the tools are not otherwise under warranty.

## ARTICLE XXIV

### SEVERABILITY OF THE AGREEMENT

#### SECTION 1

In the event that any part of this Agreement is found to be illegal by any court of law or by a Federal or State Administrative agency, then it is distinctly understood that the remainder and balance of this Agreement shall remain in full force and effect for the term of the Agreement and that such finding shall not affect the remainder of this Agreement. For this purpose, the provisions of this Agreement shall be severable and the illegality of one shall not make the remainder of the Agreement null and void.

#### SECTION 2

Similarly, a Legislative Act or Governmental Regulation or Order affecting any particular provision of this Agreement shall supersede only the specific portion of the Agreement affected thereby.

### SECTION 3

Nothing herein shall be construed to deny any employees his rights under Title 11A, N.J.S.A.

**ARTICLE XXV**  
**TERM AND RENEWAL**

**SECTION 1**

This Agreement shall be in full force and effect as of January 1, 2006 and shall remain in effect to and including December 31, 2008. This Agreement shall continue in full force and effect from year to year thereafter, unless one party or the other gives notice, in writing, at least ninety (90) days prior to the expiration date of this Agreement of a desire to change, modify or terminate this Agreement.

**SECTION 2**

The said notification shall be sent to the City and Union or their successors who are signatories to this Agreement. If a notification is sent as aforesaid, and if the terms of any new Agreement are not reached until after the expiration date of this Agreement, those terms finally agreed to shall be retroactive to the expiration date of this Agreement.

SCHEDULE A

Local 1034 Blue Collar Workers  
Years 2006 - 2008  
+\$275.00 THEN APPLY 4% INCREASE

# GUIDE 1

YEAR	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15
2005	13.29	13.81	14.28	14.78	15.32	15.83	16.34	16.86	17.37	17.88	18.39	18.87	19.37	19.87	20.37
2006	13.96	14.50	14.99	15.51	16.07	16.60	17.13	17.67	18.20	18.73	19.26	19.76	20.28	20.80	21.32
2007	14.66	15.22	15.73	16.27	16.85	17.40	17.95	18.51	19.07	19.62	20.17	20.69	21.23	21.77	22.31
2008	15.38	15.97	16.50	17.06	17.66	18.23	18.81	19.39	19.97	20.54	21.11	21.66	22.22	22.78	23.34

## GUIDE 2

YEAR	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15
2005	13.81	14.28	14.78	15.32	15.83	16.34	16.86	17.36	17.88	18.39	18.87	19.42	19.92	20.42	20.92
2006	14.50	14.99	15.51	16.07	16.60	17.13	17.67	18.19	18.73	19.26	19.76	20.33	20.85	21.37	21.89
2007	15.22	15.73	16.27	16.85	17.40	17.95	18.51	19.06	19.62	20.17	20.69	21.28	21.82	22.36	22.90
2008	15.97	16.50	17.06	17.66	18.23	18.81	19.39	19.96	20.54	21.11	21.66	22.27	22.83	23.39	23.95

**Sr. Bldg. Maint. Worker  
Public Works Repairer**

## GUIDE 3

YEAR	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15
2005	14.28	14.78	15.33	15.84	16.35	16.87	17.38	17.89	18.41	18.91	19.43	19.91	20.41	20.91	21.41
2006	14.99	15.51	16.08	16.61	17.14	17.68	18.21	18.74	19.28	19.80	20.34	20.84	21.36	21.88	22.40
2007	15.73	16.27	16.86	17.41	17.96	18.52	19.08	19.63	20.19	20.73	21.29	21.81	22.35	22.89	23.43
2008	16.50	17.06	17.67	18.24	18.82	19.40	19.98	20.55	21.14	21.70	22.28	22.82	23.38	23.94	24.50

## GUIDE 4

YEAR	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15
2006	15.49	15.99	16.49	16.99	17.49	17.99	18.49	18.99	19.49	19.99	20.49	20.99	21.49	21.99	22.49
2007	16.25	16.77	17.29	17.81	18.33	18.85	19.37	19.89	20.41	20.93	21.45	21.97	22.49	23.01	23.53
2008	17.04	17.58	18.12	18.66	19.20	19.74	20.28	20.82	21.36	21.90	22.45	22.99	23.53	24.07	24.61

## Heavy Equipment Operator Mechanic

## GUIDES

YEAR	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15
2006	15.99	16.49	16.99	17.49	17.99	18.49	18.99	19.49	19.99	20.49	20.99	21.49	21.99	22.49	22.99
2007	16.77	17.29	17.81	18.33	18.85	19.37	19.89	20.41	20.93	21.45	21.97	22.49	23.01	23.53	24.05
2008	17.58	18.12	18.66	19.20	19.74	20.28	20.82	21.36	21.90	22.45	22.99	23.53	24.07	24.61	25.15

**Street Inspector**  
**Asst'l. Street Supervisor**  
**Asst'l. Sanitation Supervisor**  
**Asst'l Park Supv.**

IN WITNESS WHEREOF, the parties have hereunto set their hand and seals at the City  
of Long Branch, Monmouth County, New Jersey, on this \_\_\_\_\_ day of \_\_\_\_\_ 2006.

ATTEST:

Heborah Tabericio  
Deputy Clerk

Carla A Katz  
Carla Katz, President

Kevin P. Tauro  
Kevin Tauro, Branch 4 President

Adam Schneider  
MAYOR, Representative

\_\_\_\_\_, Representative

\_\_\_\_\_, Representative

\_\_\_\_\_, Representative

R# 255-04

**RESOLUTION AUTHORIZING THE MAYOR OF THE CITY OF LONG  
BRANCH TO ENTER INTO AN AGREEMENT WITH THE  
COMMUNICATION WORKERS OF AMERICA, LOCAL 1034  
(BLUE COLLAR)**

**WHEREAS**, the City of Long Branch recognizes that certain employees work in the City of Long Branch and are represented by the Communication Workers of America, Local 1034, and

**WHEREAS**, active negotiations have been ongoing between the City of Long Branch and Communications Workers of America, Local 1034; and

**WHEREAS**, labor counsel for the City of Long Branch has recommended to the City that it enter into an agreement with the Communications Workers of America, Local 1034; and

**WHEREAS**, the contract shall take effect from January 1, 2006 and run through December 31, 2008.

**NOW THEREFORE BE IT RESOLVED** by the City Council of the City of Long Branch authorizes the Mayor to sign the agreement with the Communications Workers of America Local 1034.

**MOVED:** BROWN  
**SECONDED** CELLI

**AYES:** 4  
**NAYES:** 0  
**ABSENT:** 0  
**ABSTAIN:** 0

STATE OF NEW JERSEY  
COUNTY OF MONMOUTH  
CITY OF LONG BRANCH  
I, IRENE A. JOLINE, CITY CLERK OF THE CITY OF  
LONG BRANCH, DO HEREBY CERTIFY THE FOREGOING  
TO BE A TRUE, COMPLETE AND CORRECT COPY OF  
RESOLUTION ADOPTED BY THE CITY COUNCIL AT A  
REGULAR MEETING HELD ON AUGUST 8, 2006  
IN WITNESS WHEREOF, I HAVE HEREUNTO SET  
MY HAND AND AFFIXED THE OFFICIAL SEAL OF THE  
CITY OF LONG BRANCH, MONMOUTH COUNTY, NEW  
JERSEY THIS 9TH DAY OF August 2006  
CITY CLERK, E.A.C.